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**SM LAW PC**  
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*Counsel to William J. Focazio*  
*Chapter 11 Debtor*

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

In re:

WILLIAM J. FOCAZIO,

Debtor.

Chapter 11 (Subchapter V)

Case No. 19-10880 (VFP)

**STATEMENT PURSUANT TO 11 U.S.C. §329(a) and F.R.B.P. 2016(b) OF  
COMPENSATION PAID OR AGREED TO BE PAID**

SM Law PC ("**SM Law**") filed this Statement pursuant to 11 U.S.C. §329(a) and F.R.B.P. 2016(b) and states that:

1. Debtor, William J. Focazio, (the "**Debtor**") filed a voluntary petition under chapter 11 of the Bankruptcy Code on January 15, 2019. Debtor initially engaged Scura, Wigfield, Heyer, Stevens & Cammarota, LLP to act as his counsel in the bankruptcy proceeding.

2. On August 2, 2019, Shapiro Croland substituted in as counsel for Scura Wigfield, Heyer, Stevens & Cammarota, LLP as counsel for Debtor.

3. On April 2, 2020, and by Order of this Court, Shapiro Croland withdrew as counsel.

4. In September 2020, the Debtor engaged SM Law to represent him in this bankruptcy proceeding on the basis of the time expended by SM Law by attorneys at this firm whose rates are \$600 per hour and to pay for the reasonable and necessary expenses incurred by SM Law.

5. SM Law received a payment of \$20,000 in connection with its representation of Debtor in this bankruptcy proceeding. It was agreed by the Debtor and SM Law that the \$20,000 was to be applied to our firm's prior invoice in connection with SM Law's prior representation of Fox Hedge Manor LLC's bankruptcy case and its Assignment of the Benefit of Creditors' proceeding in 2019-2020. While the prior invoice totaled approximately \$46,000, SM Law agreed to apply the \$20,000 in full satisfaction of that invoice. The \$20,000 was paid via wire transmission on September 4, 2020 from Crosstown Medical P.C. ("Crosstown"). We understand that such monies were funded by RJ Capital Debt LLC, which we understand is an unrelated third party management company which is funding the Debtor and his business' various bankruptcy plans. We submitted copies of the Crosstown September 2020 bank statement (among others) and proof of wire transfer to counsel for the Chapter 11 Trustee via email on October 1, 2020 and October 6, 2020.

6. As per the filed subchapter V plan, SM Law and the Debtor have agreed that SM Law will be paid an additional \$20,000 at confirmation of the plan, which will be funded by the outside management company (i.e., RJ Capital), with additional fees and

costs to be paid by non-Debtor sources outside the plan post-confirmation. See also Plan at p. 18, FN 26.

7. The foregoing representation does not include any representation of the Debtor in any other chapter under the Bankruptcy Code or in any adversary proceeding, whether ongoing or otherwise, or any other type of proceeding unless the parties mutually consent to such representation in writing.

8. SM Law has not agreed to share any compensation it receives in connection with its representation of Debtor with any other entity.

/s/ Steven Mitnick

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Counsel for Debtor

Dated: October 16, 2020